

From: Thomas M. James
ADC # 98106
ASPC- Douglas
McHale North
P.O. Box 5002
Douglas, Az
85608

To: Gerald B. Coleman
Coleman Stevenson
9101 Wesleyan,
Indianapolis, Ind

Settlement Proposal

RE: Pretrial Schedule order §A, §B, §C, §D
Notice To provide information and provide
information in accordance to §D, supra, Issued
on 1/10/14: This Document Executed on: 2/24/2014.

§A) Information:

Plaintiff has witnesses and does not waive the
afforded right to confrontation (to call witnesses)
at trial, and is reviewing the very large file
to gain access to all witnesses names and will
provide said names in due course after file
review is done, being prepared for disclosure
purpose. upon that time it is more than likely
with fair notice, plaintiff will comply with
§A, §B, supra. See §D, providing time limits
extended upon parties notice when they cant comply
with orders.

§ B Information:

Based on plaintiff large file and the large amount of copies needed to be provided, and limited opportunity through prison library access to make the copies; Plaintiff does not waive his disclosure process because he is not timely with said information for the defendant, "It is the plaintiff's condition of confinement that prevents him from being timely per A.D.O.C. policy to have Prison Paralegal examine documents to be copied and their authorization to grant plaintiff indigent copies to be made could take additional 5 days to 1-week - to provide required information to defendant upon pretrial schedule order." (i.d.)

§ B, Supra.

Furthermore, the complete medical records of this case must be first released to plaintiff through approval by (A.D.O.C.) administration, whom combats every attempt to gain access to his medical files and any up dates. Notice: Dr. Quintia, in Tucson has the main portion of needed information on this subject matter and upon many requests by plaintiff have been denied, a copy of the complete medical files, & electronic data.

Finally, (A.D.O.C.) is known for having orders issued concerning discovery claims and to release disclosure to certain parties, and for failing to comply with said orders. If the (A.D.O.C.) fails to provide plaintiff with all his medical records, Supra, to be disclosed to defendant, plaintiff will address the issue with the District Court Judge upon (A.D.O.C.) to compel them to disclose the medical records for "our" review in this subject matter upon claims in District Court, no. 1:13-cv-541-WTL-TAB, then upon that time, plaintiff can comply with §A, §B, order issued on 1/10/14.

§C. Information:

Compensatory Damages

#1) Compensatory damage settlements are intended to place the plaintiff back in the position he was in prior to the time that the injury and violation occurred. "The concept of making the victim whole" means that the defendant is liable for all the necessary or natural consequences of his unlawful acts. Plaintiff contends that upon a settlement, defendant will be removed from the law suit and will not be publicated in any law review, medical journal about his actions, and/or

- in actions to taint his reputation. He will be safeguarded from any further liability from this cause upon a contract drawn up and agreed upon through defendants representatives, Coleman Stevensen, & Montel. Plaintiff will also agree to and upon any settlement by Defendant Dr. Villanstre, to relinquish liability for defendant's Lorenzo Eli and "Soon to be defendant" Dr. A. Cohen. The settlement will be pursuant to compensatory damages, & nominal damages.

To make the plaintiff somewhat whole again, Plaintiff is requesting for the follow relief to be settled upon agreement by defendant Dr. Villanstre, to relinquish said defendant's above as followed.

Settlement Proposal:

The conditional relief afforded refers to the Contract formulated and that controlled settlement agreements through Insurance companies. See Pro Per Declaration Filed by Plaintiff, (recent-document) dated on: 2/12/14, at Exhibit A, "Contract between (I.D.O.C. & A.D.O.C.) supra. See Contract at § 46 - at: Commercial General - Liability, general aggregate minimum limits of \$10,000,000, per occurrence, and endorsed to add the State of Arizona, (A.D.O.C.). Because this injury happened at the time -

-this contract was active, it stands as a formate to settlement agreement and could in fact provide insurance company through Arizona to help resolve settlement "actual dollars & cents" cost to the following coverage "medical costs, past and future", to include general damages, pain, & suffering, emotional distress, humiliation, etc. etc. upon life long debilitative effects this will have on plaintiff. Plaintiff requests the following settlement:

Defendant Dr. Villanustre, & Insurance company incurs costs for:

#1) Past medical cost for all medical treatment at: (N.C.C.F.), at: Wishard Hospital, at (A.D.O.C.) Dr. Quintera's visits to his office in Tucson and with (A.D.O.C.) medical Dept. from 2007 to 2014.

Plaintiff requested for prison inmate trust fund account to be disclosed with all costs.

#2) Future medical treatment costs. Plaintiff is inquiring into costs for permanent dentures, and will give any information on estimates sent to him, but believes that it will cost close to 20,000.00, to 30,000.00 dollars for the work to be done. The surgery's needed and all procedures to be done will be formatted in dollar, & cent amount. See (2/12/14, H&R to Dental, attached explaining denture complications).

#3) Plaintiff has litigated his case in pro per and has created a negative balance in his Prison inmate trust account. The injury incurs the following: (Legal-fee's, & Costs).

A) Every time plaintiff has to answer and/or file appropriate legal pleadings concerning this cause in 1:13-cv-541-WTL-TAB, or at Henry County Superior Court to defend plaintiff position against Dr. Eli's law suit, the (A.D.O.C.) - administration lets plaintiff make the copies as indigent, but charges plaintiff for said copies in retention against my account, Books. This is also done as for indigent supplies and legal indigent postage for legal mail. Ever since I've been litigating this action, for years, plaintiff could not shop at inmate store and must only rely on indigent supplies to live on. The emotional distress and humiliation factor applies here. These are subject to special damages. Plaintiff's inmate trust account is in the negative somewhere at: \$5,000.00 dollars.

Plaintiff is requesting upon the disclosed inmate trust account records, to be paid, include all legal and medical costs that he. Furthermore, plaintiff has paid into the inmate trust account and has paid for medical and legal aspects of his retention of money's given to him, and

- wishes that money also to be provided in the prison inmate trust account records "to be re-imbursed, and can amount to cost surrounding 3 to 4 thousand dollars "already" paid off."

These are just projection of dollar amounts and the inmate trust account will provide the cost as they documented them all, at (A.D.O.C.) Records Banking Department at central office in Phx. Ariz.

As noted above, once the (A.D.O.C.) has disclosed Inmate trust account for Plaintiff, he will disclose this information to defendant.

All Copies of inmate trust account are also changed per-copy to plaintiff, and those cost's will also be added to settlement agreement. Plaintiff makes clear to the defendant, what ever the end number amount owed to (A.D.O.C.) inmate trust account is, and back money's-paid off already, will be the amount to be re-requested for this section to be settled,

This will bring plaintiff somewhat "whole" again being out of dept. These agreements will be provided by authorities under Federal law; See 28 USC § 1346 (b); and 8th Amend. to U.S. Const. See Cofield-v-Alabama Pub. Serv. Comm'n, 936 F.2d 512, 515 (11th Cir. 1991). In this case, if necessary a Spears hearing should be held. See Spears-v-McCotter, 766 F.2d 179 (5th Cir. 1985).

Appropriate Remedies For Prison Conditions

See 18 USC § 3626 (a) (1) (B) (i) (ii) (iii) (3) (ii)
(c) (i) "modification of Relief § (4) (c) (1) (2)
(B) (d) ."

In a join effort to resolve this complete case, to make the plaintiff somewhat "whole again" plaintiff will relinquish all defendants to be joined to this case with Dr. Villanustre that are named in Arizona, (A.D.O.C.) to include GEO - Group, Inc, cms medical at (n.e.c.p.) and (n.e.c.p.) Inc., itself, upon the following as is stated by plaintiff below:

#1) The cause and effects by Arizona Defendants in plaintiff's complaint are consistent with violations of the 1st, 8th, 14th Amend. to U.S. Const., and for purposely preventing plaintiff to engage in his protected (afforded) rights to redress and delayed that process to include hindering access to the Courts under state tort claim. The actual "Special damages and general damages" in 'A.D.O.C.'s consequences include both those damages which resulted in actual dollars & cents value concern pain & suffering, emotional distress, and humiliation, and plaintiff's substantive constitutional rights have been violated record (A.D.O.C.) retaliation against plaintiff, therefore -

- plaintiff is entitled compensatory damages pursuant to (A.D.O.C.) involvement in this case, and plaintiff will prove at a trial said violation, and will prevail thereto, exposing all subject matter to media, & the public "eye" on the internet naming all parties and violations that caused plaintiff to sit around for years without appropriate medical treatment based on Indian defendant's "Bad Calls" to reduce medical costs, accord prisoner's treatments.

(Both Indiana, & Arizona Defendant's working together to hide this)

To resolve this case in full, as of this time, before this case will get costly for both the plaintiff and defendant's, and before the new defendant's are added, & A.D.O.C. is joined with Dr. Villanustre, plaintiff makes the settlement proposal for the attorney's office of Coleman Stevenson, & Montel, to contact A.D.O.C. - legal offices to make a join effort to meet this "proposal" outlined below to resolve this case once and for all.

A) Plaintiff is serving a "Flat time" sentence in the (A.D.O.C.), and accord the statute is not afforded earned release credits, per say, unless the Director of (A.D.O.C.), Charles L. Ryan, authorizes the release of plaintiff pursuant to A.R.S. § 41-1604.10. § (A)(1), & (3). Their are rules that the (A.D.O.C.) -

- have adopted that will give authority under plaintiff's circumstances to be provided medical treatment that (A.D.O.C.) will not provide or pay for, such as permanent dentures, in a surgery for plaintiff.

B). The award to plaintiff by (A.D.O.C.) will be, "Nominal damages" of "one dollar" and to be granted parole eligibility pursuant to: A.R.S. § 41-1604.10, §(A)(1), §(3) - see mainly §(3) - and (A.D.O.C.) applying any rules they have adopted to afford early release credits to be applicable to plaintiff's sentence, so he may receive appropriate medical surgery, will also provide safety issue and plaintiff flat time sentence is almost expired in 2019, (plaintiff is being released from prison), will satisfy this requirement to repair plaintiff to be returned to somewhat being "whole again". Plaintiff is not asking for absolute release, ^{e'} because of dangerous nature of his offense, is requesting to be placed on "parole for the remaining amount of his time until 2019." Plaintiff will be required to pay parole fee's and costs there to, and report to parole officer and must follow all rules and laws there to, based on his release under the above mentioned Sections, mentioned or any Special requirements agreed to, to

- be placed on parole set forth by the Director of (A.D.O.C.), after plaintiff serves 75% of his time.

C) To satisfy the plaintiff to be somewhat "whole" again, plaintiff asked for compensatory damages, to defendant Dr. Villanustre, in the amount (directly to Dr. Villanustre) of \$50,000.00 "fifty thousand dollars" for pain and suffering, emotional distress for past, & present effects on disfigurement for life long debilitation effects, lack of enjoyment of eating and humiliations caused based on claims set forth to resolve his liability in this subject matter and to relinquish liability's for all defendant's upon said agreements; and plaintiff is required to pay any restitution retention with this award by Dr. Villanustre, to resolve said restitution owed by plaintiff accord Title 28 U.S.C. § 1346, see PLRA § 807. This will also help plaintiff to satisfy his parole eligibility efforts to be granted by the (A.D.O.C.) Director, to include satisfying the inmate trust account money owed thereto.

D) To satisfy A.R.S. § 31-238, §(P), plaintiff proposed in accord to any amount of money agreed upon herein by Dr. Villanustre, will not accept settlement unless a join effort -

- is established to waive A.R.S. § 31-238(F),
by (A.O.O.C.) Director, to per-se satisfy
plaintiff's interest to becoming somewhat -
"whole again". The plaintiff will not pay
(A.O.O.C.) 70 % or 30 % or any per-cent
upon any agreement herein. This must be
clarified in any settlement. The (A.O.O.C.)
representative must provide waiver of §-
31-238(F) in an Affidavit upon settlement.
note: Pay all Filing Fee's in District Court in Indiana.

Conclusion:

The plaintiff is establishing a means to resolve
this case completely, finally, once, & for all, to
prevent any further costs to defendant's, and
plaintiff, to include the District Court. The
plaintiff is "opening a line of communication"
to negotiate as a matter of federal economy to
resolve this case completely.

Respectfully Submitted:
Thomas M. James

Thomas M. James, AOC # 98106
Plaintiff In Pro Per

ARIZONA DEPARTMENT OF CORRECTIONS

Health Needs Request (HNR)

Date: _____
 Time: _____
 Initials: _____

Inmate Name/Nombre (Last, First M.I.) (Apellido, Nombre, Inicial)	ADC Number/Número de ADC	Date/Fecha
JAMES THOMAS, Michael	098106	2/12/2014
Cell/Bed Number/Celda/Número de Cama	Unit/Unidad	P.O. Box/Apartado Postal
6-A-6	Andrew North	5002
Institution/Facility/Instalación: ASPC		ASPC - Douglas

You are required to be truthful. Failure to be cooperative and any abuse of the health care system or its staff could cause a delay in delivery of care to you and others, and may result in disciplinary action. (Use this form to describe only one problem or issue at one time).
 (Se le requiere la verdad. La falta de cooperación y cualquier abuso del sistema del cuidado de la salud o del personal podría retrasar la asistencia de este cuidado para usted y para otros y puede dar lugar a una acción disciplinaria. (Use este formulario para describir un problema a la vez).)

AREA OF INTEREST (Check only one block below) / AREA DE INTERES (MARQUE UN ESPACIO SOLAMENTE) ☐ Medical/Médica ☒ Dental ☐ FHA
☐ Pharmacy/Farmacia ☐ Mental Health/Salud Mental ☐ Eyes/Ojos ☐ Other (specify)/Otros (especifique) _____

Please describe your medical/dental treatment issue need in the space below. Be clear and specific. NO ADDED PAGES. (PLEASE WRITE IN PENCIL) Describa su tratamiento o necesidad médica/dental en el espacio de abajo. Describa claramente y sea específico. (NO USE MAS HOJAS!) ABOUT 3-4 WEEKS or so ago

I received my Bottom Denture; Since then I've tried to eat with my denture's (Top & Bottom) and the Bottom Denture keeps popping-out (can't eat with it in) They may need to be aligned more. Putting pressure on the dentures to chew creates "pains" on the left side of my face (mandible) - and on the right jaw joint near my ear (I get sharp shooting pains). Please call me in to align denture more; I don't think I will ever be able to eat with these types of dentures, like I told you before. Thank you.

I understand that, per ARS 31-201.01, I will be charged a \$4.00 Health Service fee (excluding exemptions granted by statute) for the visit that I am herein requesting. I further understand that by paying this fee I do not have the right to dictate treatment or who provides treatment. (Entiendo que de acuerdo con ARS 31-201.01 se me cobrará una cuota por el servicio médico de \$4.00 por la visita que aquí estoy pidiendo (excluyendo las exenciones otorgadas por la ley). Además entiendo que al pagar esta cuota no tengo el derecho a imponer el tratamiento o quien lo proporcione.)

Inmate's Signature/Firma del prisionero

Thomas M. James

SEPARATE AND PLACE THE REMAINDER IN THE HEALTH NEEDS REQUEST DROP BOX (SEPARA LA PARTE AMARILLO OSCURO Y DE LAS DEMAS EN EL BUZON PETICION DE NECESIDADES MEDICAS)

REFERENCE MEDICAL STAFF/REFERENCIA MEDICA ☐ Medical/Médica ☐ Dental ☐ Pharmacy/Farmacia ☐ FHA
☐ Mental Health/Salud Mental ☐ Eyes/Ojos ☐ Other/Otros (specify) (especifique) _____

Comments/Comentarios

Staff Signature Stamp/Firma del empleado

Date/Fecha

Time/Hora

PLAN OF ACTION/PLAN DE ACCION

Staff Signature Stamp/Firma del empleado

Date/Fecha

Time/Hora

Distribution: White/Glanca - Health Unit/Unidad de Salud, Canary, Pink & Gold/rojo - Inmate/Amarillo Canario, Rosa y Amarillo Oscuro - Prisonero

This document is a translation from original text written in English. This translation is unofficial and is not binding on this state or a political subdivision of this state. (Este documento es una traducción de texto original escrito en inglés. Esta traducción no es oficial y no compromete a este estado ni una subdivisión política de este estado.)

Inmate Letter

Inmate Name (Last, First M.I.) <i>JAMES, Thomas, M</i>	ADC Number <i>98106</i>	Institution/Unit <i>ASPC-DOUGLAS, 6-A6</i>	Date <i>1/21/14</i>
---	----------------------------	---	------------------------

To: <i>ms. Debraha Kindra</i>	Location <i>ASPC-medical admin. Dept. Douglas Ar.</i>
----------------------------------	--

State briefly but completely the problem on which you desire assistance. Provide as many details as possible.

Please call me in to talk about filling out a release form for my medical files + records to exclude all of Dr. Quintia's files + X-rays etc. on me. At that time we can discuss why I was cut off of my med. "pain relief" prescriptions as of last month. Thank you very much.

Inmate Signature <i>Thomas M. James</i>	Date <i>1/21/2014</i>
--	--------------------------

Have You Discussed This With Institution Staff? ☒ Yes ☐ No

If yes, give the staff member's name:

med. Dept. told me write ms. Kindra.

Inmate Letter

Inmate Name (Last, First M.I.) JAMES, Thomas, M	ADC Number 98106	Institution/Unit ASPC-Douglas-m-North	Date 2/20/14
---	----------------------------	---	------------------------

To: MR. Frank Havelock	Location central office Bank-Read-out	Inmate trust account
----------------------------------	---	---------------------------------

State briefly but completely the problem on which you desire assistance. Provide as many details as possible.

Hello. my name is Thomas M. James, ADC # 98106, and am located at ASPC-Douglas, Mahave North unit, in Douglas, Az, 85608 and am requesting a inmate trust account read-out from 3/01/2007 to date, to comply with Federal Court order to disclose said information to defendants in Civil action in Indiana; the request also incurs a possible settlement to resolve this retention money's held in my account to hopefully pay this off and 0 (zero) out my account.

Finally, I had requested verbally here in Douglas to do this, but must of been forgotten which Im now requesting central office to do this formally in writing. Thank you very much for processing my request to you.

P.S: I need this read-out as soon as possible.

Inmate Signature Thomas M. James	Date 2/20/2014
--	--------------------------

Have You Discussed This With Institution Staff? ☒ Yes ☐ No

If yes, give the staff member's name:

C.O. III N. Mahave unit.